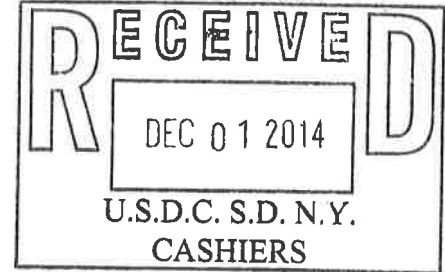


14 CV

9525

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
BRUCE SCHWARTZ,)
individually and on behalf of)
all others similarly situated,)
)
Plaintiff,)
)
- against -)
)
)
HSBC BANK USA, N.A.,)
)
Defendant.)
-----x



CLASS ACTION

JURY DEMANDED

COMPLAINT

1. This action seeks redress for the illegal practices of Defendant HSBC Bank USA, N.A. (the "Bank"), for improperly charging customers of its HSBC credit card accounts ("HSBC Card") late fees and interest charges, and for providing inaccurate disclosure documents that violated the Truth in Lending Act ("TILA").

2. As alleged in greater detail below, the Bank (i) unlawfully failed to credit mailed payments on the business day that it received them; (ii) unlawfully charged a late fee for a mailed payment, or otherwise unlawfully treated a mailed payment as late, when that payment was received the day after a stated due date, and that stated due date fell out on a day on which the Bank did not accept or receive mailed payments; and (iii) failed to furnish periodic statement disclosures

with accurate information on transactions and balances subject to interest charges in the manner mandated by the statute and its implementing regulations.

3. TILA's purpose is to assure meaningful disclosure of credit terms in order to (i) allow consumers to compare more readily the various credit terms available; (ii) enable consumers to avoid the uninformed use of credit; and (iii) protect consumers against inaccurate and unfair billing practices. 15 U.S.C. § 1601(a). The Bank's conduct violates the express provisions of the TILA and the applicable Regulations.

4. Under the private enforcement provisions of TILA, plaintiff and the proposed class seek the recovery of statutory damages of up to \$1,000,000 with respect to each of the Bank's failures to comply, plus actual damages.

Jurisdiction and Venue

5. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1337, as well as under 15 U.S.C. § 1640(e), because this action arises under TILA, 15 U.S.C. § 1601 *et seq.*

6. Venue is proper in this district because the Bank transacts business in this district and the interests of justice require maintenance of this action in this district.

Parties

7. Plaintiff Bruce Schwartz resides in Queens County, New York.

8. Schwartz is a “consumer,” as that term is defined by § 1602(h) of TILA, because this complaint arises from the Bank’s offer and extension of credit to Schwartz, a credit card holder, for personal, family or household purposes.

9. Upon information and belief, the Bank is a corporation doing business in the State of New York and throughout the United States, with principal operations in New York, New York.

10. The Bank is a “creditor,” as that term is defined by § 1602(f) of TILA and Regulation Z (“Regulation Z”), 12 C.F.R. § 226.2(a)(17) and 12 C.F.R. §1026.2(a)(17), because at all relevant times, the Bank, in the ordinary course of its business, regularly – *i.e.*, more than 25 times a year – extended or offered to extend consumer credit for which a finance charge is or may be imposed, which is payable in more than four installments.

Factual Allegations

11. Schwartz is the holder of an HSBC Card account issued by the Bank and used for household purposes.

12. The Bank furnished Schwartz a periodic billing statement in the days after his billing cycle closed on December 3, 2013 (the “December 2013 Statement”). Exhibit A.

13. The December 2013 Statement listed two transactions: a payment of \$100.00 credited on December 3 and a late fee of \$25.00 debited on November 28.

14. The December 2013 Statement disclosed a Balance Subject to Interest Charge of \$643.55 and a New Balance of \$570.45.

15. The December 2013 Statement, like Exhibit B, sent in the preceding month, included the Bank's payment instructions on the back ("Payment Instructions"):

Payments should be mailed with a single coupon to the payment address shown on the front of this billing statement. Payments must be made by a single check or money order payable in U.S. dollars and drawn on a U.S. Institution. ... Payments received on any day at the payment address shown on the front by 5:00 p.m. Central Time, will be credited to your Account as of the date of receipt. ... Payments received after the times indicated will be credited the next day. Crediting payments to your Account may be delayed up to five days if the payment is not made as described above, or, is not mailed to and received at the address provided for remittance; is not accompanied by the payment coupon; is received in an envelope other than the envelope provided for remittance; is stapled, folded, or paper clipped; or includes multiple payment coupons or checks.

16. Schwartz mailed a payment to meet the month's minimum payment requirement in the days before November 28, 2013, enclosing a check for \$100.00 drawn on a United States financial institution, denominated in U.S. dollars, with a payment coupon and envelope provided by the Bank, conforming to the requirements in the Payment Instructions, which the Bank received at its P.O. Box in Carol Stream, Illinois on November 29, 2013, at 8:40 a.m., as shown by the attached Exhibit C.

17. The Bank charged a late fee on November 28, 2013 and credited a \$100.00 payment on December 3, 2013 during the billing cycle ending December 3, 2013.

18. Upon information and belief, the Bank was not accepting mailed payments on November 28, 2013, as it was Thanksgiving Day.

19. All "Interest Charge Class" members (Class A), as defined herein, mailed a payment in a fashion that conformed to the Bank's reasonable requirements, or was in accordance with the Bank's standard business practices for acceptance of mailed payments, or was otherwise not designated as nonconforming by Defendant, yet was not credited as received on the date of payment and were consequently charged additional periodic interest charges, even though it was received by the specified cut-off time.

20. All "Late Fee Class" members (Class B), as defined herein, were charged a late fee or otherwise treated by the Bank as having made a late payment, when the stated due date fell on a day that the Bank was not accepting payments by mail, and the Bank received their payment due, by mail, which was in a fashion conforming to the Bank's reasonable requirements, or in accordance with the Bank's standard business practices for acceptance of mailed payments, or otherwise not designated as nonconforming by Defendant, and in time to be credited on the first day following the stated due date that it was open to accepting payments by mail.

Class Allegations

21. Schwartz brings this action individually and on behalf of all persons similarly situated.

22. The Interest Charge Class (Class A) consists of all persons who mailed payments that reached Defendant by the stated mailed-payment cut-off hour for the Bank's business day on or after November 29, 2008 (i) that either conformed to the Bank's specifications or which the Bank did not designate as nonconforming; (ii) which Defendant did not credit as having been received on the day of receipt; and (iii) which resulted in the assessment and payment of additional periodic interest charges.

23. The Late Fee Class (Class B) consists of all persons who, according to the Bank's records, (i) on or after August 22, 2009, had a minimum payment due on a day that the Bank was not open to accepting mailed payments, including but not limited to a Sunday or legal holiday; (ii) mailed payment, conforming to the Bank's reasonable stated requirements or its standard business practices for accepting mailed payments, sufficient to satisfy that minimum payment requirement which the Bank received in time to be credited on the first day subsequent to the due date that the Bank was open to accepting mailed payments; and (iii) were charged and subsequently paid a late fee, or were charged and/or subsequently paid any other additional interest charges or fees, because of the Bank's treatment of that payment as late.

24. Specifically excluded from these classes are the Bank, any entity in which the Bank has a controlling interest, and the officers, directors, affiliates, legal representatives, heirs, successors, subsidiaries or assigns of any such individual or entity.

25. The members of each class for whose benefit this action is brought is so numerous that joinder of all Class members is not practicable. In light of the tens of thousands of credit cards issued by the Bank every year, the number of class members in each class is believed to be in excess of 1,000 persons.

26. Schwartz's claims are typical of, if not identical to, all members of each class and Schwartz does not have any interest that is adverse or antagonistic to the interests of each class. If the conduct of the Bank violates TILA and the customer agreement as applied to Schwartz, then it violates TILA and the customer agreement with respect to each class.

27. Schwartz will fairly and adequately protect the interests of each class as he is committed to the vigorous prosecution of this action and, to that end, has retained competent counsel experienced in complex litigation of this nature.

28. Each class is proper for certification under Rule 23(b)(2) of the Federal Rules of Civil Procedure. The Defendant's actions complained of herein are generally applicable to all class members, thereby making final injunctive relief appropriate with respect to each class as a whole.

29. Each class is also proper for certification under Federal Rule of Civil Procedure 23(b)(3). A class action is superior to other available methods for the fair

and efficient adjudication of the claims asserted herein. Because damages suffered by individual class members may be relatively small, the expense and burden of individual litigation make it impracticable for the class to seek redress individually for the wrongs they have suffered. Members of each class do not have a particular interest in individually controlling the prosecution of separate actions.

30. There are questions of law and fact which are common to the members of each class and which predominate over questions affecting only individual members. Common questions of law and fact include, but are not limited to, whether the Bank has a standardized procedure by which it makes a disclosure of a credit customer's transactions and balances, and, when an error occurs, issues a corrective disclosure; and whether the Bank has a standardized procedure by which it credits mailed payments, in ways that are compliant with TILA and Regulation Z..

31. Upon information and belief, each class consists of thousands of customers.

32. Thus, a class action is an appropriate and superior method for the fair and efficient adjudication of the present controversy given the following factors:

- a) Common questions of law and/or fact predominate over any individual questions which may arise and, accordingly, there would accrue enormous savings to both the Court and the Class in litigating the common issues on a class-wide instead of a repetitive individual basis; and
- b) The aggregate volume of the individual class members' claims, coupled with the economies of scale inherent in litigating similar claims on a common basis, will enable this case to be litigated as a class action on a

cost-effective basis, especially when compared with repetitive individual litigation.

33. Class certification is also fair and efficient because prosecution of separate actions by individual class members would create a risk of differing adjudications with respect to such individual members of each class, which as a practical matter may be dispositive of the interests of other members not parties to the adjudication, or substantially impede their ability to protect their interests. Moreover, since the actual monetary damages suffered by, or statutory damages available to, individual class members may be relatively small, although significant in the aggregate, the expenses and burdens of individual litigation make it impossible or effectively impossible for the members of each class to seek individual redress for the TILA violations committed by Defendant.

34. Plaintiff anticipates that there will be no difficulty in the management of this litigation. The records of the individuals encompassed within each class are in Defendant's possession.

Count I

Violations of the Truth in Lending Act

35. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

36. Congress originally authorized the Federal Reserve Board ("FRB" or "Board") to promulgate regulations granting it broad authority to effectuate the

purposes of TILA; that authority is now delegated to the Bureau of Consumer Financial Protection (“Bureau”). 15 U.S.C. § 1604(a)(2008); 15 U.S.C. § 1604(a).

37. The set of regulations that the FRB promulgated to implement TILA is known as Regulation Z. 12 C.F.R. §226.1 *et seq.*

38. To reflect its assumption of TILA rulemaking authority as of July 21, 2011, the Bureau issued an interim final rule republishing Regulation Z with only minor changes that did not impose any new substantive obligations on creditors. 76 FR 79768 (Dec. 22, 2011); 12 C.F.R. §1026.1 *et seq.*

39. TILA requires a creditor to disclose to a customer who is furnished a periodic billing statement “[w]here one or more periodic rates may be used to compute the finance charge, each such rate, [and] the range of balances to which it is applicable . . .” 15 U.S.C. § 1637(b)(5).

40. Accordingly, the Bureau generally prescribed – as did its predecessor, the Board – that creditors disclose to each customer who is furnished a billing statement “each periodic rate that may be used to compute the interest charge expressed as an annual percentage rate and using the term *Annual Percentage Rate*, along with the range of balances to which it is applicable. . . . [and f]or variable-rate plans, the fact that the annual percentage rate may vary.” 12 C.F.R. §1026.7(b)(4)(i), 12 C.F.R. §226.7(b)(4)(i).

41. Additionally, the Bureau and its predecessor, the Board, implemented TILA’s requirement that payments received by 5:00 p.m. be credited that day. 15 U.S.C. §1666c(a); 12 C.F.R. §1026.10(b), 12 C.F.R. §226.10(b).

42. TILA also requires that “[i]f the payment due date for a credit card account under an open end consumer credit plan is a day on which the creditor does not receive or accept payments by mail (including weekends and holidays), the creditor may not treat a payment received on the next business day as late for any purpose.” 15 U.S.C. §1637(o).

43. The Bureau and its predecessor, the Board, adopted regulations implementing this provision for the crediting of mailed payments when the stated due date is a day on which the creditor does not receive or accept payments. 12 C.F.R. §1026.10(d), 12 C.F.R. §226.10(d).

44. The Bank, upon information and belief, did not receive or accept payments by mail on the due date of Thursday, November 28, 2013, so its imposition of a late fee despite receipt of the minimum payment conforming to its requirements or standard business practices on November 29, 2013 was a violation of TILA. 15 U.S.C. §1637(o)(2).

45. The December 2013 Statement detailed a payment transaction made on December 3, 2013 that was never corrected by a subsequent written disclosure.

46. The December 2013 Statement detailed a late fee transaction on November 28, 2013 that was never corrected by a subsequent written disclosure.

47. The December 2013 Statement detailed a Balance Subject to Interest Rate that never corrected by a subsequent written disclosure.

48. Further, the Bank's erroneous treatment of such a payment as a late payment, without notifying the credit customer within 60 days that such treatment was in error, violated TILA. 15 U.S.C. §§ 1637(o)(2), 1640(b).

49. With respect to each of the Bank's violations of TILA, as alleged above, Plaintiff and the Class are entitled to recover up to \$1,000,000 in statutory damages, together with costs and reasonable attorney fees, and any actual damages resulting from unlawful treatment of payments as late. 15 U.S.C. § 1640(a)(2).

COUNT II

Breach of Contract

50. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

51. Upon information and belief, the account agreement calls for the Bank to abide by the provisions of federal law and to credit the same day all payments received by 6:00 pm local time.

52. Because the Bank did not follow federal law when it treated certain payments as late, the Bank breached its contract with Plaintiff and the Class.

WHEREFORE, Plaintiff Bruce Schwartz prays on his behalf and on behalf of each Class that judgment be entered against Defendant as follows:

(1) An order certifying each proposed Class under Federal Rule of Civil Procedure 23(b)(2) and, additionally or in the alternative, an order certifying the Class under Federal Rule of Civil Procedure 23(b)(3);

(3) A declaration that the Bank's systematic and standard policy of processing mailed payments unlawfully, by either not crediting them promptly on the date of receipt or by treating those arriving the day after a due date as late, when the due date had fallen on a day on which the Bank did not receive or accept mailed payments, violate the Truth in Lending Act;

(4) An injunction permanently prohibiting the Bank from engaging in the conduct described;

(5) Maximum statutory damages as provided under 15 U.S.C. § 1640(a)(2);

(6) Actual damages and restitution resulting from the Bank's unlawful late crediting of payments and unlawful categorization of payments as late, including any late fee amounts, interest charges, enhanced late fee amounts, and any additional interest charges owing to the imposition of a penalty rate, wrongfully collected by the Bank;

(7) Attorney fees, litigation expenses, and costs; and

(8) Such other and further relief as to this Court may seem just and proper.


Jury Demand

Plaintiff respectfully requests a trial by jury.

Dated: New York, New York
December 1, 2014

Respectfully Submitted,

By:


Brian L. Bromberg
One of Plaintiff's Attorneys

Attorneys for Plaintiff

Brian L. Bromberg
Jonathan R. Miller
Bromberg Law Office, P.C.
26 Broadway, 21st Floor
New York, NY 10004
(212) 248-7906

Harley J. Schnall
Law Office of Harley J. Schnall
711 West End Avenue
New York, NY 10025
(212) 678-6546

Exhibit A



PLATINUM MASTERCARD

Page 1 of 2

Platinum MasterCard Account Statement
Account Number [REDACTED]
From November 4, 2013 to December 3, 2013

Summary of Account Activity		
Previous Balance		\$638.58
Payments	+	\$100.00
Other Credits	+	\$0.00
Purchases/Debits	+	\$0.00
Checks	+	\$0.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Past Due Amount		\$0.00
Fees Charged	+	\$25.00
Interest Charged	+	\$6.87
New Balance		\$570.45
Credit Limit		\$15,000.00
Credit Available		\$14,429.00
Statement Closing Date		December 3, 2013
Days in Billing Cycle		30

Payment Information		
New Balance		\$570.45
Minimum Payment Due		\$38.00
Payment Due Date		December 28, 2013
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional transactions using this Account and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the Minimum Payment	2 Years	\$654.00
If you would like information about credit counseling services call 1-866-569-2227		

Questions?

Customer Service / Lost or Stolen Card 1-888-385-8916
Outside USA Collect 1-716-841-7212
TDD/Hearing Impaired 1-800-898-5999

Payment Address: HSBC Bank USA, N.A., PO Box 4657, Carol Stream, IL 60197

Billing Inquiries: HSBC Bank USA, N.A., PO Box 9, Buffalo, NY 14240
Manage your account online at www.us.hsbc.com

Important Information

New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Dept of Financial Services: 1-877-226-5697 OR <http://www.dfs.ny.gov/consumer/credidebt.htm>

As a reminder, you may pay your credit card bill online or through our automated phone system for no fee.

Transactions				
			Payments/Returns/Credits	
Trans Date	Post Date	Description	Reference Number	Amount
12/03/13	12/03/13	PAYMENT - THANK YOU	8521531AHEHMQ6KFP	-\$100.00
TOTAL PAYMENTS FOR THIS PERIOD				-\$100.00
Fees				
Trans Date	Post Date	Description	Reference Number	Amount
11/28/13	11/28/13	LATE FEE		\$25.00
TOTAL FEES FOR THIS PERIOD				\$25.00
Interest Charged				
Trans Date	Post Date	Description	Reference Number	Amount
12/03/13	12/03/13	Interest Charge on Purchases		\$6.87
12/03/13	12/03/13	Interest Charge on Cash Advances		\$0.00
TOTAL INTEREST FOR THIS PERIOD				\$6.87
2013 Totals Year to Date				
Total Fees Charged in 2013			\$25.00	
Total Interest Charged in 2013			\$22.22	

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
CASH ADVANCES	21.99% (v)	\$0.00	\$0.00

5187 JOH 1 3 2 131203 0 PAGE 1 of 2 10 1030 2450 Y792

Detach and return bottom portion with your payment.

See reverse side for important information



Account Number: [REDACTED]
New Balance \$570.45
Minimum Payment Due \$38.00
Payment Due Date 12/28/2013

Include account number on check to HSBC Bank USA, N.A.
Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery

AMOUNT \$
ENCLOSED ☐

BRUCE R SCHWARTZ
14451 77TH AVE
FLUSHING NY 11367-3129



HSBC Bank USA, N.A.
PO BOX 4657
CAROL STREAM IL 60197-4657





PLATINUM MASTERCARD

Page 2 of 2

Platinum MasterCard Account Statement
Account Number [REDACTED]
From November 4, 2013 to December 3, 2013

Interest Charge Calculation(continued)				
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
PURCHASES	12.99% (v)	\$643.55	\$6.87	
BALANCE TRANSFERS	12.99% (v)	\$0.00	\$0.00	
(v) = Variable Rate				

HSBC Rewards Summary	
Current Balance	2,771

To ensure accuracy, please print neatly using upper-case letters and numbers only!

Street Number	Street Name or the words "PO Box"	Unit or PO Box Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address (Primary)		
<input type="text"/>		
Home Phone (Primary)	Work Phone (Primary)	
<input type="text"/>	<input type="text"/>	
Home Phone (Secondary)	Work Phone (Secondary)	
<input type="text"/>	<input type="text"/>	

Exhibit B



PLATINUM MASTERCARD

Page 1 of 2

Platinum MasterCard Account Statement
Account Number [REDACTED]
From October 4, 2013 to November 3, 2013

Summary of Account Activity		
Previous Balance		\$333.83
Payments	-	\$1,000.00
Other Credits	+	\$0.00
Purchases/Debits	+	\$1,304.75
Checks	+	\$0.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Past Due Amount		\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
New Balance		\$638.58
Credit Limit		\$15,000.00
Credit Available		\$14,361.00
Statement Closing Date	November 3, 2013	
Days in Billing Cycle		31

Payment Information		
New Balance		\$638.58
Minimum Payment Due		\$25.00
Payment Due Date	November 28, 2013	
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional transactions using this Account and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the Minimum Payment	3 Years	\$751.00
If you would like information about credit counseling services call 1-866-569-2227		

Questions?

Customer Service / Lost or Stolen Card 1-888-385-8916
Outside USA Collect 1-716-841-7212
TDD/Hearing Impaired 1-800-898-5999

Payment Address: HSBC Bank USA, N.A., PO Box 4657, Carol Stream, IL 60197

Billing Inquiries: HSBC Bank USA, N.A., PO Box 9, Buffalo, NY 14240
Manage your account online at www.us.hsbc.com

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New York State Department of Financial Services 1-877-226-5697 OR <http://www.dfs.ny.gov>

As a reminder, you may pay your credit card bill online or through our automated phone system for no fee.

Transactions				
Payments/Returns/Credits				
Trans Date	Post Date	Description	Reference Number	Amount
10/28/13	10/28/13	PAYMENT - THANK YOU	85215319EEHM72NRQ	-\$1,000.00
TOTAL PAYMENTS FOR THIS PERIOD				-\$1,000.00
Purchases/Cash Advances/Debits				
Trans Date	Post Date	Description	Reference Number	Amount
10/11/13	10/11/13	CON ED / NCO HORSHAM PA	55207398YJ0A38E86	\$1,304.75
TOTAL PURCHASES FOR THIS PERIOD				\$1,304.75
Fees				
Trans Date	Post Date	Description	Reference Number	Amount
TOTAL FEES FOR THIS PERIOD				\$0.00
Interest Charged				
Trans Date	Post Date	Description	Reference Number	Amount
11/03/13	11/03/13	Interest Charge on Cash Advances		\$0.00
TOTAL INTEREST FOR THIS PERIOD				\$0.00
2013 Totals Year to Date				
Total Fees Charged in 2013			\$0.00	
Total Interest Charged in 2013			\$15.35	

5187 JOHN 1 3 2 131103 0 PAGE 1 of 2 10 1030 2450 Y792

Detach and return bottom portion with your payment.

See reverse side for important information



Account Number: [REDACTED]
New Balance \$638.58
Minimum Payment Due \$25.00
Payment Due Date 11/28/2013

Include account number on check to HSBC Bank USA, N.A.
Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery

AMOUNT \$ [REDACTED]
ENCLOSED [REDACTED]

BRUCE R SCHWARTZ
14451 77TH AVE
FLUSHING NY 11367-3129



HSBC Bank USA, N.A.
PO BOX 4657
CAROL STREAM IL 60197-4657





PLATINUM MASTERCARD

Page 2 of 2

Platinum MasterCard Account Statement
Account Number [REDACTED]
From October 4, 2013 to November 3, 2013

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
CASH ADVANCES	21.99% (v)	\$0.00	\$0.00
PURCHASES	12.99% (v)	\$0.00	\$0.00
BALANCE TRANSFERS	12.99% (v)	\$0.00	\$0.00
(v) = Variable Rate			

HSBC Rewards Summary	
Current Balance	2,771

Street Number Street Name or the words "PO Box" Unit or PO Box Number

City State Zip

Email Address (Primary)

Home Phone (Primary) Work Phone (Primary)

Home Phone (Secondary) Work Phone (Secondary)

Exhibit C

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Have questions? We're here to help.

Tracking Number: 9505500008753329000137

Scheduled Delivery Day: November 27, 2013

Product & Tracking Information

Postal Product:

Priority Mail 2-Day™

Features:

\$50 insurance Included

USPS Tracking™

Email Updates

DATE & TIME

November 29, 2013 , 8:40
amNovember 29, 2013 , 8:39
am

November 28, 2013

November 27, 2013 , 6:03
pm

November 25, 2013

November 25, 2013 , 5:10
pmNovember 25, 2013 , 11:27
am

STATUS OF ITEM

Delivered

Arrival at Post Office

Depart USPS Sort
FacilityProcessed through
USPS Sort FacilityDepart USPS Sort
FacilityProcessed at USPS
Origin Sort Facility

Acceptance (SSK)

LOCATION

CAROL STREAM, IL 60197

CAROL STREAM, IL 60199

CAROL STREAM, IL 60199

CAROL STREAM, IL 60199

NEW YORK, NY 10199

NEW YORK, NY 10199

FLUSHING, NY 11355

Track Another Package

What's your tracking (or receipt) number?

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